

RECEIPT # 52614
AMOUNT \$ 191
SUMMONS ISSUED 2
LOCAL RULE 4.1 _____
WAIVER FORM _____
MCF ISSUED _____
BY DPTY. CLK. KJ
DATE 12-18-03

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

FILED
CLERK'S OFFICE

DEC 18 P 12:11

U.S. DISTRICT COURT
DISTRICT OF MASS.

F & D INTERNATIONAL TRADING INC.

Vs.

ADELWALE ADEBAYO,
d/b/a BISBAY HOLDINGS INTERNATIONAL

and

FLEET NATIONAL BANK, as Trustee

03 NO. 12547 RCL

MAGISTRATE JUDGE Cullin

VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

Count I. Breach of Contract

1. The plaintiff, F & D International Trading, Inc., is a duly organized corporation and citizen of the State of Washington, USA.
2. The defendant, Adelwale Adebayo, d/b/a Bisbay Holdings International, is a citizen of Revere, Massachusetts, with a usual place of business in Malden, Massachusetts.
3. On or about October 15, 2003, the plaintiff contracted to buy 200 metric tons (MT) of 65% copper cable at \$945/MT, and 40 MT of electrical motor scrap at \$320/MT from the defendant, as set out in purchase order contract 0302085. (Copy attached.)
4. On or about November 18, 2003, the plaintiff contracted to buy 50 MT of automobile radiator scrap at \$1000/MT, and 400 MT of electrical motor scrap at \$370/MT from the defendant, as set out in purchase order contract 0302086. (Copy attached.)
5. Pursuant to the contracts noted above, the defendant was to arrange to have the materials mentioned in paragraphs 3 and 4 shipped to China.
6. Pursuant to the contract noted in paragraph 3, on or about 10/16/03 the plaintiff paid the defendant \$30,000 by wire transfer from its account at the Bank of America.
7. Pursuant to the contract noted in paragraph 3, on or about 10/17/03 the plaintiff paid the defendant \$30,000 by wire transfer from its account at the Washington Mutual Bank.

8. Pursuant to the contract noted in paragraph 3, on or about 11/13/03 the plaintiff paid the defendant \$145,120 by wire transfer from its account at the Bank of America.
9. Pursuant to the contract noted in paragraph 4, on or about 11/18/03 the plaintiff paid the defendant \$10,000 by wire transfer from its account at the Bank of America.
10. Pursuant to the contract noted in paragraph 4, on or about 11/26/03 the plaintiff paid the defendant \$30,000 by wire transfer from its account at the Bank of America.
11. Pursuant to the contract noted in paragraph 4, on or about 12/1/03 the plaintiff paid the defendant \$20,000 by wire transfer from its account at the Bank of America.
12. The materials shipped to China pursuant to the contracts set out in paragraphs 3 and 4 above, were not the materials contracted for, but rather contaminated oil filters.
13. The defendant was to have the materials inspected by SGS Control Services, Inc., for weight and quality, and, thereafter, provide the plaintiff with the appropriate SGS certificate. The defendant was also to provide a certificate from CCIC, the government entity that examines for contaminated materials.
14. The defendant did provide an SGS Certificate and a CCI Certificate, however, both certificates obtained by the defendant and provided to plaintiff were forgeries.
15. The plaintiff has demanded that the defendant refund the \$265,120 it has paid the defendant, but the defendant has failed and refused to provide the plaintiff with any refund.

Wherefore, the plaintiff, F & D International Trading, Inc., demands judgment against the defendant, Adelwale Adebayo, d/b/a Bisbay Holdings International, in the amount of \$265,120, plus interest, costs additional customs and delivery charges and attorneys fees. Plaintiff demands trial by jury on all counts and on all issues.

Count II. Trustee Attachment

16. Fleet National Bank is a duly established banking institution with a usual place of business at 1 Fleet Way, Scranton, PA.
17. The payments made by the plaintiff to the defendant were done by wire transfer to defendant's account # 94197-70267 at the Fleet National Bank in Scranton, PA.
18. The name on account # 94197-70267 is believed to be in the name of Bisbay Holdings International or Adelwale Adebayo or Adelwale Adebayo d/b/a Bisbay Holdings International.

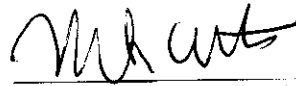
Wherefore, the plaintiff requests this court cause to be attached funds standing in the name of Adelwale Adebayo, and to attach funds standing in the name of Bisbay Holdings International, including, but not limited to account # 94197-70267 at Fleet National Bank, in the total amount of \$350,000.00 for the amounts of the wire transfers plus custom fees, delivery fees, attorney's fees and costs and interest.

Verified by,



Frank Yuan, President
F & D International Trading, Inc.
15012 NE 8th PL
Bellevue, WA 98007
206-898-0892

By its attorney,



Mark A. White, BBO #525520
O'Brien & White, Professional Corporation.
50 Congress Street, Suite 936
Boston, MA 02109
617-248-2345

Dated: December 17, 2003



F & D International Trading Company

15012 NE 8th Pl. Bellevue, WA, 98007

Purchase Order Agreement ("Contract")

Contract#: 0302085

Bellevue, WA. 10/15/2003

F & D International Trading Company RECYCLING SALES, (hereinafter the "Buyer"), agrees to buy and Bisbay Holdings International (hereinafter the "Seller") agrees to sell the material(s), hereinafter the "Material", hereinafter mentioned in the quantities and at the price(s) specified, on the terms set forth below and on the back of the Contract, which terms are agreed to be an integral part hereof.

MATERIAL	Price	QUANTITY
65% Copper Cable	USD \$945 / MT, C&F Shanghai Port, China.	Estimated 200 MT +/- 10% of the Total Weight
Electrical Motor Scrap	USD \$320 / MT, C&F Shanghai Port, China.	Estimated 40 MT +/- 10% of the Total Weight
Note:	Buyer and Seller shall have weight determined by licensed public weigher at shipping points.	

SHIPPING TERM: C&F term. Container(s) at Shanghai Port, China.

TERMS: By telegraphic wire transfer \$60,000 as deposit before loading. Upon the receiving the fixed copies of the associated documents (it must include original China Shipping Bill of Lading) and base upon the determined weight on China Shipping Bill of Lading, Buyer will immediately wire remaining balance payment for credit to Bisbay Holdings International. Seller will immediately express-mail all the "original" associated documents to Buyer.

SHIPMENT: Receive at Shanghai Port, China before 12/10/2003.

FREIGHT COMPANY: Determine by Seller.

ADDITIONAL TERMS:

1. No wooden slats and no plastic slats are allowed inside of all the container(s).
2. Associated documents must include Original China Shipping Bill of Lading, Packing List, CCIC Certificate, SGS Certificate on 65% Copper Cable, and Invoice.
3. Partial Shipment is not allowed.
4. CCIC inspection certificated cost on all container(s) is paid by Seller.
5. SGS certificate must guarantee ALL the copper cable contains 65% copper, and the SGS certificate cost on copper cable is paid by Seller.
6. Seller provides 5 digital pictures of each container, at 25%, 50%, 75%, and 100% of the loading process.

REMARKS: Seller shall be responsible for drayage, forwarding and wharfage cost, if any, until the container(s) reach Shanghai Port, China. All other costs shall be for the account of Buyer.

BUYER'S REFERENCE: 0302085

Confirming conversation between your Walc Adchey and our Frank Yang.

Unless otherwise expressly provided herein, all Material sold pursuant to this Contract is sold and accepted on an "AS RECD QUALITY" basis. All deviation or alteration from the above contract must require from all parties.

Bisbay Holdings International F & D International Trading Company
Accepted: [Signature] Date: 10/15/03 By: [Signature] Date: 10-15-03
SELLER BUYER

Original**Contract****Contract No : AOA/123****Date : October 15, 2003**

The Buyers: F & D International Trading Company
15012 NE 8th PL
Bellevue, WA 98007 USA
Tel: 1-206-898-0892
Fax: 1-206-350-1266

The Seller: Bisbay Holdings International
6 Pleasant Street
Malden MA, 02148 USA
Tel: 001-781-397-1900
Fax: 001-781-823-0267

This contract is made by and between the Buyers and Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated by:

1. Commodity	2. Quantity	3. Unit Price	4. Amount	5. Total Value
PVC COPPER CABLE SCRAP 65 % min copper content	200 Metric Ton	USD945.00/MT. CNF, Shanghai Port, China	USD189,000.00	USD189,000.000
Electric Motor	40 mt	USD320.00 / mt CNF, Shanghai Port, China	USD12,800.00	USD12,800.00
				Total: USD201,800.00

Total amount in words: United States Dollars Two Hundred and One thousand dollars, eight hundred dollars only .

6. Shipment date: Shipment within 25 days on receipt of deposit .

7. Delivery Terms: C&F, **Shanghai Port**, China

8. Terms of payment : advance payment of USD \$60,000 to be made immediately after signing the contract. The balance payment should be made on receipt of the following fax copy's ;

a) copy of packing list

b) copy of ocean bill of lading / Transport document of the shipping company directly.

c) CCIC Certificate.

d) SGS Report

e) Invoice

FINAL PAYMENT WILL BE SENT WITHIN 24 hours FROM RECEIPT OF THE ABOVE FAX COPIES.

after the receipt of the balance payment following documents will be couriered

a) all above original documents

b) bill of lading – original. (It must include Original China Shipping Bill of Lading)

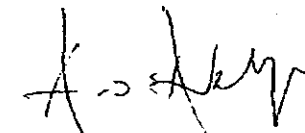
12. Partial shipment not allowed.

13. Transshipment allowed.

14. 10% more or less allowed for quantity and value.

This contract made in duplicate and one copy to be held by each party in witness thereof.

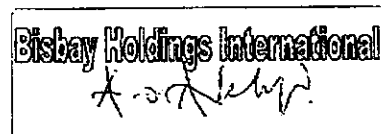
The Buyers


The Sellers

**F & D International Trading
Company**



Bisbay Holdings International





F & D International Trading Company

15012 NE 8th PL Bellevue WA, 98007

Purchase Order Agreement ("Contract")

Contract#: 0302085

Bellevue, WA. 11/18/2003

F & D International Trading Company RECYCLING SALES, (hereinafter the "Buyer"), agrees to buy and Bisby Holdings International (hereinafter the "Seller") agrees to sell the materials(s), hereinafter the "Material", hereinafter mentioned in the quantities and at the price(s) specified, on the terms set forth below of the Contract, which terms are agreed to be an integral part hereof.

MATERIAL	Price	QUANTITY
Automobile Radiator Scrap	USD \$1000 / MT, C&F Shanghai Port, China.	Estimated 50 MT +/- 10% of the Total Weight
Electrical Motor Scrap	USD \$370 / MT, C&F Shanghai Port, China.	Estimated 400 MT +/- 10% of the Total Weight
Note: Buyer and Seller shall have weight determined by licensed public weigher at shipping points.		

SHIPPING TERM: C&F term. Container(s) at Shanghai Port, China.

TERMS: By telegraphic wire transfer \$10,000 on Nov. 18th and \$350,000 by Nov. 21st as deposit before loading. Upon the receiving the fixed copies of the associated documents (it must include original Bill of Lading) and base upon the determined weight on original Bill of Lading and SGS certificate, Buyer will immediately wire remaining balance payment for credit to Bisby Holdings International. Seller will immediately express-mail all the "original" associated documents to Buyer.

SHIPMENT: Receive at Shanghai Port, China before 12/15/2003.

FREIGHT COMPANY: Determine by Seller.

ADDITIONAL TERMS:

1. No wooden slats and no plastic slats are allowed inside of all the container(s).
2. Associated documents must include Original China Shipping Bill of Lading, Packing List, CCIC Certificate, SGS Certificate of weight and copper content on Radiator Scrap and on Electrical Motor Scrap, and Invoice.
3. Partial Shipment is not allowed.
4. CCIC inspection certificated cost on all container(s) is paid by Seller.
5. SGS certificate must guarantee ALL the radiators contains 70% copper, and ALL the electrical motors contains 18% copper, and the SGS certificate cost is paid by Seller.
6. Seller provides 3 digital pictures of each container, at 50% and 100% of the loading process.

REMARKS: Seller shall be responsible for drayage, forwarding and wharfage cost, if any, until the container(s) reach Shanghai Port, China. All other costs shall be for the account of Buyer.

BUYER'S REFERENCE: 0302085

Confirming conversation between your Wak Achey and our Frank Yuen.

Unless otherwise expressly provided herein, all Material sold pursuant to this Contract is sold and accepted on an "AGREED QUALITY" basis. All deviation or alteration from the above contract shall originate from all parties.

Accepted: X - s. Achey Date: 11/18/03 By: [Signature] Date: 11-18-03
 SELLER BUYER

Original

Contract

Contract No : AOA/129

Date : November 18, 2003

The Buyer: F & D International Trading Company

**15012 NE 8th PL
Bellevue, WA 98007 USA
Tel: 1-206-898-0892
Fax: 1-206-350-1266**

The Seller: Bisbay Holdings International

**6 Pleasant Street
Malden MA, 02148 USA
Tel: 001-781-397-1900
Fax: 001-781-823-0267**

This contract is made by and between the Buyers and Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated by:

1. Commodity	2. Quantity	3. Unit Price	4. Amount	5. Total Value
Electric Motors	400 Metric Ton	USD370.00 /MT. CNF, Shanghai, China	USD148,000.00	USD148,000.00
Copper Radiators	50 Metric Ton	USD1000.00 / mt CNF, Shanghai, China	USD50,000.00	USD50,000.00
			Total:	USD198,000.00

Total amount in words: United States Dollars One Hundred and Ninety Eight Thousand dollars only .

6. Shipment date: Shipment within 25 days from receipt of deposit .

7. Delivery Terms: C&F, Shanghai Port, China

8. Terms of payment : advance payment of USD10,000 to be made immediately after signing the contract. The rest of the advance payment to make 30 % will be sent by 11/21/03. The balance should be made on receipt of the following fax copy's;

- a) Copy of packing list
- b) Copy of ocean bill of lading / Transport document of the shipping company directly
- c) CCIC Certificate
- d) SGS Report
- e) Invoice

FINAL PAYMENT WILL BE SENT WITHIN 24 HOURS FROM RECEIPT OF THE ABOVE FAX COPIES.

After the receipt of the balance payment, the following documents will be couriered

- a) All above original documents
- b) Bill of lading – original

9. Partial shipment not allowed

10 Transshipment allowed

11. 10 % more or less allowed for quantity and value

This contract is made in duplicate and one copy to be held by each party in witness thereof.

The Sellers

Bisbay Holdings International

Bisbay Holdings International
[Signature]

The Buyers

F & D International Trading Company